

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 21, 22, 2005

Division: Public Works

Bulk Item: Yes X No

Department: Facilities Maintenance J.K.

Staff Contact Person: Ann Riger

AGENDA ITEM WORDING: Approval of a Lease Agreement with Independent Mortgage and Finance Company, Inc., for office space for the Technical Support staff of the 16th Judicial Circuit, pending Lessor's approval

ITEM BACKGROUND: On September 30, 2005 the lease for office space at 1315 Whitehead Street will expire. Due to difficulties arising from new ownership of the building, tenants made other arrangements for office space. The Drug Court Program will move to Habana Plaza, and Technical Support Staff would like to lease with B.G. Carter, managing director of Independent Mortgage and Finance Company, Inc.

PREVIOUS RELEVANT BOCC ACTION: N/A

CONTRACT/AGREEMENT CHANGES: N/A

STAFF RECOMMENDATIONS: Approval as stated above.

TOTAL COST: \$16,200.00 Per year

BUDGETED: Yes No

COST TO COUNTY: Same

SOURCE OF FUNDS: Judicial

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty X OMB/Purchasing X Risk Management X

DIVISION DIRECTOR APPROVAL:

Dent Pierce

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: Independent Mortgage Contract # _____
 Effective Date: 09/30/05
 Expiration Date: 09/30/06
 Contract Purpose/Description:
To rent office space for the Technical Support Staff for the 16th Judicial Circuit

Contract Manager: Ann Riger 4549 Facilities Maint/Stop #4
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on _____ Agenda Deadline: _____

CONTRACT COSTS

Total Dollar Value of Contract: \$ 16,200.00 Current Year Portion: \$ 0.00
 Budgeted? Yes ☒ No ☐ Account Codes: _____
 Grant: \$ _____
 County Match: \$ _____

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	_____	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>9/6/05</u>
Risk Management	<u>9-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slawick</u>	<u>9-6-05</u>
O.M.B./Purchasing	_____	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>9/6/05</u>
County Attorney	<u>9-6-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>9-6-05</u>

Comments: _____

BUSINESS LEASE

This Agreement, entered into this 21st day of September 2005, between **INDEPENDENT MORTGAGE AND FINANCE COMPANY, INC.**, a Florida corporation (hereinafter Owner or Lessor) party of the first part; and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida (hereinafter Tenant or Lessee), party of the second part.

W I T N E S S E T H

PART ONE

That the Lessor does lease unto Lessee professional office space upon the following conditions:

1. The leased space, know as Unit 205, is identified in the attached Exhibit A, and is leased for the exclusive benefit of the 16th Judicial Circuit and the Monroe Board of County Commissioners.
2. Owner discloses that all units, including Unit 205, of the property commonly known as 600 Whitehead Street are being converted into a condominium to be called JACKSON SQUARE COURTHOUSE CONDOMINIUM. A full legal description of the property is found in attached Exhibit B.
3. Provided that tenant has complied with all conditions of the lease, lessor grants two successive one-year options. To exercise tenant shall give written notice by June 30, 2006 for first exercise, and June 30, 2007 for the second exercise, and shall agree to pay a five percent (5%) increase in base rent over the previous year's base rent.
4. The term is for twelve months, beginning on the 30th day of September, AD 2005 ("The Effective Date") and ending on the same day in September 2006.
5. The total rent is sixteen thousand, two hundred dollars (\$16,200), plus Florida sale's tax, if applicable, payable in 12 equal monthly installments of \$1,350. the first payment being due 30 days after the Effective Date and on the first day of each succeeding 30-day period
6. Rent is delinquent if not received by Lessor within ten (10) days of its due date. A five percent (5%) late charge shall apply if paid later than ten (10) days from the due date. If not paid within fifteen (15) days of the due date, the Lessee shall be in default under terms of this lease.
7. Utilities to be furnished by the Lessor as Lessor's cost during normal office hours are electricity for ordinary office use and air-conditioning, water for restroom use, and sewer. In addition, Lessor shall pay for cleaning of

common areas (restrooms, hallways, elevator, and stairs). Normal office hours are Monday through Friday (except holidays observed by Monroe County) from 8:30 a.m. to 5:00 p.m.

8. Lessor agrees at Lessor's expense to have installed new wall-to-wall carpet in the Unit prior to the effective date of this lease.
9. Lessee shall be responsible for cleaning its own office area and for disposal of the solid waste it produces.
10. Use of the premises is restricted to office space for Monroe County.
11. Lessor waives demand for a security deposit from Lessee.

PART TWO

The following express stipulations and conditions are made a part of this lease and are hereby assented to by the lessee:

FIRST: The lessee shall not assign this lease, nor sub-let the premises, or any part thereof nor use the same, or any part thereof, nor permit the same, or any part thereof, to be used for any other purpose than as above stipulated, nor make any alterations therein, and all additions thereto, without the written consent of the Lessor. Lessor agrees that the right to sublet will not be unreasonably withheld; however, Lessor reserves the right to approve a transfer of the lease and this approval will require a verification of the sub-lessee's credit. All additions, fixtures or improvements which may be made by lessee, shall become the property of the Lessor and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this lease.

SECOND: All personal property placed or moved in the premises above described shall be at the risk of the lessee or owner thereof, and Lessor shall not be liable for any damage to said personal property, or to the lessee arising from the bursting or leaking of water pipes, or from any act of negligence of any co-tenant or occupants of the building or of any other person whomsoever.

THIRD: That the tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances or other grievances, in, upon, or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires.

FOURTH: In the event the premises shall be destroyed or so damaged by fire or other casualty during the life of this agreement, whereby the same shall be rendered untenable, then the Lessor shall have the right to render said premises tenantable by repairs within ninety days therefrom. If the damage was caused by this Lessee, whether through negligence or its act, then rent shall not be abated and Lessee shall be liable for the damages. If the damage or destruction was not caused by this Lessee, whether said premises are not rendered tenantable within said time, it shall be optional with either party hereto to cancel this lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be evidenced in writing.

FIFTH: The prompt payment of the rent for said premises upon the dates named, and the faithful observance of this Lease are the conditions upon which the Lease is made and accepted and, failure on the part of the Lessee to comply with the terms of said Lease shall, at Lessor's option, work a forfeiture of this contract and of all of lessee's rights hereunder.

SIXTH: If the lessee shall abandon or vacate said premises before the end of the term of this lease, or shall suffer the rent to be in arrears, the lessor may, at his option, forthwith cancel this lease or he may enter said premises as the agent of the lessee, without being liable in any way therefore, and re-let the premises with or without any furniture and equipment that may be therein, as the agent of the lessee, at such price and upon such terms and for such duration of time as the lessor may determine, and receive the rent therefore, applying the same to the payment of the rent due by these presents, and if the full rental herein provided shall not be realized by lessor over and above the expenses to lessor in such re-letting, the said lessee shall pay any deficiency, and if more that the full rental is realized lessor will pay over to said lessee the excess on demand.

SEVENTH: Lessee agrees to pay the cost of collection and ten percent attorney's fee on any part of said rental that may be collected by suit or by attorney, after the same is past due.

EIGHTH: The lessor, or any of his agents, upon twenty-four (24) hours notice, shall have the right to enter said premises during all reasonable hours, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement or to the rules and regulations of the building.

NINTH: Lessee hereby accepts the premises in the condition that they are in at the beginning of this lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting

only reasonable wear and tear arising from the use thereof under this agreement, and to make good to said lessor immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliances or appurtenances of said premises, or of the building, caused by any act or neglect of lessee, or of any person or persons in the employ or under the control of the lessee.

TENTH: It is expressly agreed and understood by and between the parties to this agreement, that the landlord shall not be liable for any damage or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. However, Lessor holds Lessee harmless for any damage to the premises by reason of blockage of sewer or public water.

ELEVENTH: This contract shall bind the lessor and its assigns or successors, and the heirs, assigns, personal representatives, or successors as the case may be, of the lessee.

TWELFTH: It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

THIRTEENTH: It is understood and agreed between the parties hereto that written notice by certified mail or hand-delivered to the premises leased hereunder shall constitute sufficient notice to the lessee and written notice by certified mail or hand-delivered to the office of the lessor shall constitute sufficient notice to the lessor, to comply with the terms of this contract.

FOURTEENTH: The rights of the lessor under the foregoing shall be cumulative, and failure on the part of the lessor to exercise promptly any rights given hereunder shall not operate for forfeit any of the said rights.

FIFTEENTH: It is further understood and agreed between the parties hereto that any charges against the lease by the lessor for services or for work done on the premises by order of the lessee or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

SIXTEENTH: It is understood and agreed that any signs or advertising to be used, including awnings, in connection with the premises leased hereunder shall be first submitted to the lessor for approval and further approved by H.A.R.C. before installation of same. Further, any improvements to said premises by the lessee shall be at lessee's expense and shall be first submitted to the lessor for approval.

SEVENTEENTH: RADON GAS NOTIFICATION: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient

quantities, may present health risks to person's health who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

EIGHTEENTH: Lessee acknowledges that it is self-insured as a political subdivision of the State of Florida and shall treat the Lessor as an additional insured if suit for liability be brought against Lessee for its operations and alleged negligence at the premises, but only to the extent allowed by law.

NINETEENTH: LESSOR'S REMEDIES ON DEFAULT. If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions of this agreement, lessor may give lessee notice of such default and if lessee does not cure any rent, or additional rent, default within fifteen (15) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured with such period, if lessee does not commence such during within such fifteen (15) days and thereafter proceed with reasonable diligence and in good faith cure such default), then lessor may terminate this lease on not less than ten days' notice to lessee and the lessee shall have the option to remove all equipment, tables, and furniture.

TWENTIETH: SUBORDINATION OF LEASE. This lease shall be subject and subordinate to all underlying leases and to mortgages and trust deeds which may now or hereafter affect such leases on the real property of which the premises form a part, and also to all renewals, modifications, consolidations, and replacements of the underlying leases and the mortgage and trust deeds. Further, Lessee acknowledges that this Unit 205 (along with all other units in the property) is being converted into the JACKSON SQUARE COURTHOUSE CONDOMINIUM. Lessee irrevocable names Lessor its attorney-in-fact for the execution of any subordination and attornment agreements; however, if requested by owner or lender, Lessee pledges to execute any additional documents provided such documents maintain his right of non-disturbance during the term of the Lease as long as Lessee is not in default.

TWENTY-FIRST: ETHICS CLAUSE. Lessor (entity) warrants that it had not employed, retained or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any other County officer or employee in violation of Section 3 or Ordinance No. 020-1990. For breach or violation of this provision the County may, in its discretion, terminate this contract without liability and may also, in its discretion, deduct from the contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

TWENTY-SECOND: PUBLIC ENTITY CRIME STATEMENT. "A person or affiliate who has been placed on the convicted vendor list following a

conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.”

TWENTY-THIRD: After the first year, this lease may be terminated by the lessee upon written ninety (90) days notice to the Lessor that the lessee has obtained adequate office space in a government building.

TWENTY-FOURTH: The obligations of the Lessee under this Lease Agreement are subject to the availability of funds lawfully appropriated annually for its purposes, by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have executed this instrument.

(Seal)

LESSOR

Attest:

INDEPENDENT MORTGAGE AND
FINANCE CO., INC.

B.G. Carter, Managing Director

(Seal)

TENANT

Attest:


Danny L. Kolhage, Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

Deputy Clerk

Mayor/Chairman

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



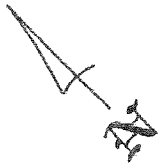
SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY

JACKSON SQUARE COURTHOUSE

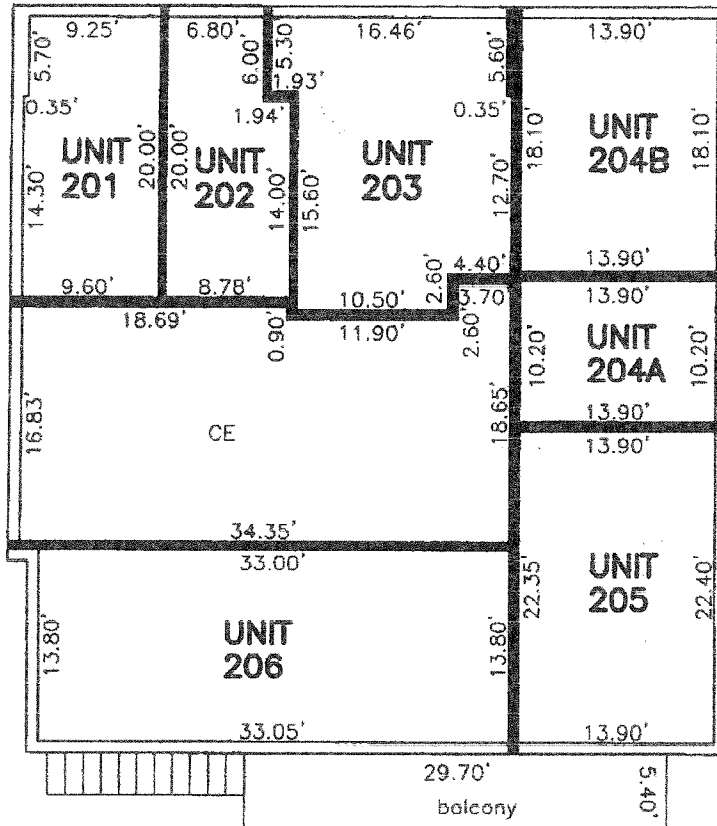
2ND FLOOR PLAN

Exhibit A

WHITEHEAD STREET



SOUTHARD STREET



NOTE: DIMENSIONS \pm 5"

SHEET 7 OF 14

Jackson Square Courthouse
600 Whitehead Street Key West FL 33040

CONDOMINIUM SURVEY		Dwg. No. 05-146	
Scale 1"= 10'	Ref	Flood Panel No. 1516H	Dwn. By C.M.C
Date 3/23/05	182-8-11	Flood Zone X	Flood Elev. -
REVISIONS AND/OR ADDITIONS			

FREDERICK H. HILDEBRANDT
ENGINEER PLANNER SURVEYOR

3152 Northside Drive
Suite 201
Key West, FL 33040
(305) 293-0466
Fax: (305) 293-0237

c:\drawings\key west\block 50600 whitehead street

JACKSON SQUARE COURTHOUSE

LEGAL DESCRIPTION

Exhibit B

On the Island of Key West, Monroe County, Florida, and known on the map of said City of Key West, delineated in February, A.D., 1829, by William A. Whitehead as Part of Lot Number Two (2), in Square Number Sixty-Three (63) and more particularly described as commencing at the Southerly corner of Southard Street and Whitehead Street, and running thence Southeasterly along the Southwesterly side of Whitehead Street Fifty (50) feet; thence at right angles in a Southwesterly direction Sixty-Two (62) feet; thence at right angles in a Northwesterly direction Fifty (50) feet to the Southeasterly side of Southard Street; thence running Northeasterly along the said Southeasterly side of Southard Street Sixty-Two (62) feet to the Place of Beginning.

LESS

On the Island of Key West, Monroe County, Florida, and known on the map of said City of Key West, delineated in February, A.D., 1829, by William A. Whitehead as Part of Lot 2, in Square 63 and more particularly described as commencing at the Southerly corner of Southard Street and Whitehead Street, and running thence Southeasterly along the Southwesterly side of Whitehead Street 50 feet; thence at right angles in a Southwesterly direction 61 feet to the Point of Beginning of the parcel hereinafter described; thence continue Southeasterly one foot; thence at right angles in a Northwesterly direction Fifty (50) feet to the Southeasterly side of Southard Street; thence running Northeasterly along the said Southeasterly side of Southard Street one foot; thence at right angles in a Southeasterly direction 50 feet to the Point of Beginning.

Subject to an easement for ingress and egress along the Westerly side of said property described as follows:

On the Island of Key West, Monroe County, Florida, and known on the map of said City of Key West, delineated in February, A.D., 1829 by William A. Whitehead as Part of Lot 2, in Square 63, and more particularly described as commencing at the Southerly corner of Southard Street and Whitehead Street, and running thence Southeasterly along the Southwesterly side of Whitehead Street 50 feet; thence at right angles in a Southwesterly direction 61.0 feet; thence at right angles in a Northwesterly direction 6.0 feet to the Point of Beginning; thence continue Northwesterly on the Westerly boundary line of said property a distance of 44.0 feet to a point on the Southerly right of way of Southard Street; thence at right angles in a Northeasterly direction on the Southerly right of way of Southard Street a distance of 5.3 feet; thence at right angles in a Southeasterly direction along the Westerly face of a two-story building a distance of 44.0 feet; thence at right angles in a Southwesterly direction a distance of 5.3 feet back to the Point of Beginning.

SHEET 13 OF 14

Jackson Square Courthouse

600 Whitehead Street Key West FL 33040

CONDOMINIUM SURVEY

Dwg. No.
05-146

Scale 1"= 10'

Ref.

Flood Panel No. 1516H

Own. By C.M.C.

Date 3/23/05

182-8-11

Flood Zone X

Flood Elev.

REVISIONS AND/OR ADDITIONS

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